

# **Exhibit B**

**Subject:** Re: Above the Law - Fee Application

**Date:** Tuesday, April 13, 2021 at 12:32:27 PM Eastern Daylight Time

**From:** Robert Tauler

**To:** David Korzenik

**CC:** Terence Keegan

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Robert Tauler, Esq.

Tauler Smith LLP

626 Wilshire Blvd. Suite 510

Los Angeles, CA 90017

(310) 590-3927

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On Apr 13, 2021, at 9:27 AM, David Korzenik <[dkorzenik@mkslex.com](mailto:dkorzenik@mkslex.com)> wrote:

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David S. Korzenik

**Miller Korzenik Sommers Rayman LLP**

The Paramount Building

1501 Broadway, Suite 2015

New York, NY 10036

Tel.: 212-752-9200

Cell: 917-903-8779

Fax: 212-688-3996

[dkorzenik@mkslex.com](mailto:dkorzenik@mkslex.com)

**MKSR.Law**

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**From:** Robert Tauler <[rtauler@taulersmith.com](mailto:rtauler@taulersmith.com)>

**Date:** Tuesday, April 13, 2021 at 11:24 AM

**To:** David Korzenik <[dkorzenik@mkslex.com](mailto:dkorzenik@mkslex.com)>

**Cc:** Terence Keegan <[tkeegan@mkslex.com](mailto:tkeegan@mkslex.com)>

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Please advise at your earliest convenience in view of the deadline for filing. I am available to speak 917-903-8779. - David

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<21-04-11 Breaking Media Invoice at Lower Rate.pdf>

**Subject:** Re: Above the Law - Fee Application

**Date:** Thursday, April 15, 2021 at 12:29:12 AM Eastern Daylight Time

**From:** Robert Tauler

**To:** David Korzenik

**CC:** Terence Keegan

Thanks for your email - I thought you should know Mr. Kinney has apparently become unhinged in the past 24 hours - filing various briefs implicating you in Texas and making improper threats of violence. His conduct really hurts the viability of what we have been discussing and really concerns me about his mental health. (I encourage you to read his last three filings and you will understand what I mean). If you want to save the deal, I would appreciate if you told him to not interfere. I think he is completely out of control, personally, and for some reason has tried to take it out his frustrations on me even though I have no personal stake in his vendetta against Jowers. Kinney has recently made personal threats against my safety and livelihood, which is something I didn't sign up for when I decided to defend a five year old case between two legal recruiters less than a year ago. I really could care less about him or above the law, but have been made a target by both. Kinney has even taken affirmative steps to try to get me disbarred in an effort to win his case against his old employee - again, I have only been defending my client for less than a year - I have told Kinney I can't communicate with him anymore until he obtains counsel. Really he needs immediate psychological attention in my opinion. He has insisted that our deal can't go forward even though it's none of his business. I am free tomorrow morning first thing to discuss - we should do so ASAP. I want nothing to do with Robert Kinney, his hatchet-men, or their eventual fate, I am only trying to do my job.

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On Apr 14, 2021, at 10:02 AM, David Korzenik <[dkorzenik@mkslex.com](mailto:dkorzenik@mkslex.com)> wrote:

**Robert:**

If this is an offer, it is not one that we can evaluate.

There are too many open questions.

1. Are you saying that you will commit to \$200K in advertising and then the \$30K of legal fees are to be paid out of that (So you would be getting \$200K in advertising for \$170K, with the legal fees to be paid at a later date?); or are you saying that you will be paying the \$30K in legal fees plus the \$200K in advertising? The former, "carve out" is not something ATL will do.
2. Assuming that it would be 30K plus 200K, when would the 30K be paid?
3. Who would be responsible for the 200K commitment? Jowers, his US company, his Asia company? All of them?
4. How would that commitment be secured? Companies can always sign up for ads but ATL does not want to provide advertising; and then have to pursue collection. ATL has no interest in extending ad services that are not compensated.

5. Over what period of time would this commitment apply?
6. What kind of commitment/obligations regarding advertising are you looking for from ATL?
7. What kind of advertising is contemplated? Custom advertising would be too complicated and possibly fraught. It would have to follow the ATL rate card.
8. We are concerned that contractual terms could become a cause of future entanglement and possible litigation that we do not want. That risk has to be minimized.
9. What is the significance of your suggesting that the fee and the advertising be contingent on one another. Please explain how they would be related in any agreement?

More needs to be spelled out for us to understand it and consider it.

As discussed, we are facing a time limit on when the application should be filed. Will look forward to your response. - David

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